

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELEVATOR CONSTRUCTOR

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, INYO, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONO,
MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,
SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES

^a Portions of KERN, SAN BERNARDINO, AND SAN LUIS OBISPO
COUNTIES

^a Applies to that portion of these counties north of the Tehachapi Line.

H+W Pension Vac.

STANDARD AGREEMENT

July 9, 1997 to
July 8, 2002

INTERNATIONAL UNION
of
ELEVATOR CONSTRUCTORS



JAN 26 1998

Div. of Labor Statistics & Research
Chief's Office

Scope

Wage Holiday

OT

Ratio

T/S

ARTICLE XIII

Traveling Time and Expenses

Par. 1. When Elevator Constructors are sent outside the primary jurisdiction, but within the zoned area of the secondary, travel time and travel expense shall be paid in accordance with the Local Expense Agreement.

When Elevator Constructors are sent beyond the zoned area of the secondary jurisdiction or outside the secondary jurisdiction all travel time during the regular established work hours, Monday through Friday, inclusive, shall be paid at single time rates. Likewise, all travel time before and after the regular established work hours, Monday through Friday, inclusive, shall be paid at time and one-half rates. Further, all travel time on Saturdays, Sundays and Holidays shall be paid at time and one-half rates (as agreed to in Article IX, Contract Service, travel time on overtime call-backs is excepted from the above). Expenses incurred on trip to be paid by the Employer in accordance with the Local Expense Agreement.

Employees operating vehicles provided by the Employer shall not be entitled to payment of wages or commuting expenses for time spent driving before or after the regular working hours from the employee's home to the first jobsite of the regular work day or

driving from the last jobsite of the regular work day to the employee's home. (Note: Employees shall be reimbursed for any tolls in excess of the toll charge for passenger vehicles). This is not intended to circumvent expenses or travel time paid pursuant to Art. IX or Art. XIII and/or a local travel and expense agreement or established local practices.

Par. 2. Local unions and local Employers are requested to establish zones within the secondary jurisdiction and traveling time and traveling expense allowances for each zone, consistent with existing arrangements.

Par. 3. It is agreed the Joint Study Committee, composed of three (3) representatives appointed by the IUEC and three (3) representatives appointed by NEII shall be continued during the life of this Agreement.

When the Local Union Committee and the Area NEII Labor Committee are unable to resolve differences regarding local travel time and travel expense agreements and presently recognized primary and secondary jurisdiction, either party may request the Joint Study Committee to study the dispute. The Joint Study Committee shall entertain the request, and after investigation and study, is authorized to make recommendations to the Local Committees.

The Joint Study Committee may issue guidelines that the Local Committees may utilize in negotiating changes to and resolving disputes over local travel time and travel expense agreements.

All parties shall continue to work under the existing local travel time and local travel expense agreement for thirty (30) days from the date that either NEII or the IUEC are notified that the Local Area Committees have reached an impasse. The Joint Study Committee may at their discretion extend the present Agreement for one additional thirty (30) day period.

ARTICLE XIV

Strikes and Lockouts

Par. 1. It is agreed by both parties to this Agreement that so long as the provisions herein contained are conformed to, no strikes or lockouts shall be ordered against either party. It is understood that this Paragraph shall be applied and construed consistent with the provisions of Article IV, Par. 11 concerning Grievance and Arbitration procedure.

Par. 2. No strike will be called against the Employer by the Union unless the strike is ap-

proved by the International Office of the International Union of Elevator Constructors. Sufficient notice shall be given to the Employer before a strike shall become effective. Except in the case of Contract Service Work as specified in Article IX of this Agreement, work stoppages brought about by lawful picketing or strikes by building trades local unions affiliated with Building Trades Councils shall not constitute a strike within the meaning of this Article.

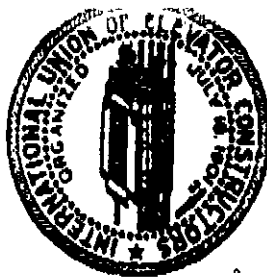
Par. 3. In the event of a strike, work stoppage or lockout affecting Mechanics and Helpers on New Construction or Repair Work, men working on Contract Service shall not be affected by such strike, work stoppage or lockout, and the Union will supply competent men to the Employer to do all work covered under Contract Service whether such men are continuously employed in this work or not prior to the strike, work stoppage or lockout.

ARTICLE XV

Arbitration

Par. 1. Any difference or dispute regarding the application and construction of this Agreement, shall be referred to as a "grievance"

International



Constructors

AFFILIATED WITH THE
AFL CIO
PHONE (415) 974-5095
FAX (415) 974-5455

LOCAL UNION No. 8
300 4TH STREET
SUITE 300
SAN FRANCISCO, CA 94107

October 21, 1994

RECEIVED
Department of Industrial Relations

JAN 06 1995

TO ALL EMPLOYERS DOING BUSINESS IN LOCAL 8'S JURISDICTION:

Subject: Per Diem Increase

Dear Sir or Madam:

As per Section VI of the Traveling Expense Agreement, the minimum per diem rate will be \$47.50 per day effective November 21, 1994.

The CPI Base for All Urban Consumers - San Francisco - Oakland - San Jose - for September, 1994, is 459.4. Since the per diem increases \$.50 for each five points of difference, this adds \$12.00 to the base per diem rate of \$35.50 or \$47.50 per day.

The next earliest consideration for a change in the per diem rate will be May 21, 1995.

Very truly yours,

Ellis Smith
Business Manager

ES/kmc ope-3-afl-cio(110)

cc: Richard Scariot, General Secretary-Treasurer, IUEC
Jack Parker, Regional Director, IUEC

** TOTAL = 5